

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: July 13, 2022
Project Number: 22-013
RFP Title: Request for Proposals to Provide Animal Sheltering and/or Control Services
Proposals Due: July 22, 2022, at 2:00 p.m., Local Time
Submit Proposals to: rsummers@bennett.co.us
For Additional Information Please Contact: Rachel Summers, Deputy Town Administrator
(303) 644-3249 ext. 1008
Documents Included in This Package: RFP Cover Sheet
Project Background and Specifications
RFP Instructions

If any of the documents listed above are missing from this package, they may be requested via email at rsummers@bennett.co.us.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested animal welfare organizations (public, private or non-profit) interested in providing animal sheltering services and/or town-wide animal control services based out of the existing Town facility located at 47300 County Road 38, Bennett, CO 80102. We are seeking a successful organization(s) with a proven track record that will provide leadership, transparency and accountability to earn the public trust such that the program is able to leverage every available partnership to run a low-cost program. This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

II PROJECT DESCRIPTION

The Town of Bennett is seeking a creative, innovative animal services organization with the capacity to take current animal services in Bennett to the next level. It is our desire to have a new operational model that is more cost-effective, leverages more community support, is customer service oriented and results in higher live release rates, adoptions, community partnerships, and private funding.

The objective of this RFP is primarily to provide better animal-centered services through a public-private partnership locally. It is also expected that programs and services will continue to improve with such a partnership promoting and protecting the health, safety, and welfare of animals and people in Bennett; where no animal suffers because of abuse, neglect, or ignorance; and all residents, their property, and neighborhoods are safe from the dangers and nuisances of irresponsible pet guardianship.

The following are desired outcomes of a contract(s) with an animal services provider(s) in no particular order:

- Improve program efficiencies and reduce agency costs by ensuring the most effective leveraging of organization resources and time.
- Increase program revenue through a more proactive licensing program fund development, grant opportunities, increased volunteer support, etc.
- Continue the improvement trend for animal welfare and outcomes through best practices including but not limited to:
 - High level of animal care while in the shelter.
 - Robust adoption rates.
 - Maintain a partnership with Riverdale Animal Shelter in Adams County who serves as back up as needed.
 - Robust connections to rescue organizations.
 - Enhance a Trap Neuter Return program.
 - Enhance a spay/neuter program.
 - Creating a formal community humane education program
 - Develop field services into a more proactive education and outreach program.
 - Expand the volunteer base and program.
 - Create a positive community presence through events programming, education, website, social media, branding, etc.

- Display a commitment to operational transparency and accountability.
- Display a commitment to customer service and improving the shelter's user experience.

III SCOPE OF WORK

Below is a summary of animal services recommendations that may be used by the bidder to guide its proposal. Deviations to these recommendations may be appropriate and will be considered, however, please indicate in submitted proposals where deviations are made and the rationale for such.

PROGRAM ELEMENTS

The following are areas of operating responsibilities that will be required of the successful bidder(s). If there are any issues with the bidder meeting these expectations, the bidder shall please indicate so in the proposal.

Animal Services:

- Shelter Operation
- Animal Intake
- Veterinary Care
- Euthanasia and Disposal (for not treatable and unadoptable animals only)
- Adoption, Placement, or Transfer of Animals
- Community Partnership and Involvement
- License Canvassing
- Limited Field Response to Stray and Feral Cats
- Testimony or medical attention on bite cases
- Performs Spay/Neuter Clinics
- Holds Low-cost Rabies Vaccination and Microchip Clinics

IV ESTIMATED TIMELINE

Anticipated milestones for the Project are as follows:

July 13, 2022 – Issue Request for Proposal

July 22, 2022 – Proposals due by 2:00 p.m. local time ***Please Note: NOT a Public Opening****

July 25-August 10, 2022 – Negotiation of Final Terms - *If it is determined that a public-private partnership will be pursued, then the finalists will be requested to submit a more full proposal to provide more in-depth information regarding the feasibility of the proposed programs, services and budget, the demonstrated capacity to provide the proposed programs and services, and the capacity to generate community support and participation. Including and leading up to a final negotiated lease term for services.*

August 23, 2022 – Board of Trustee Contract Recommendations

3rd Quarter 2023 – Certificate of Occupancy and Grand Opening of Shelter

*Please note, the Town does not release Bid Tabulations or Proposal Scoring information through the Town's process of competitive Proposal evaluation, clarifications, investigations and follow-up, and potential value engineering and negotiations with those deemed "Best Proposers", including the Board presentation process. Bid Tabulations and Proposal Scoring information is typically made available within one month of the date of receipt of Proposals.

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All project inquiries regarding this RFP shall be made in an email to Rachel Summers at **rsummers@bennett.co.us** no later than three (3) days before Proposals are due.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an Addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and it shall be the responsibility of the Proposer to obtain all Addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an Addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

This section explains the procedure to be followed by all bidders. Bidders are cautioned to carefully read and follow the procedures required by this section. Material deviations from these requirements may cause rejection of proposals.

The proposal must contain the following elements:

- A cover letter
- Bidding organization information including a description of qualifications, experience and references
- A proposed business plan including:
 - A proposed budget and financial capacity to perform capital outlay project
 - Proposed programs and services
 - A proposed organization chart identifying the management and staffing levels
- Additional information, if any

COVER LETTER

- Each proposal must be accompanied by a cover letter limited to one page that references the title of this RFP and includes the following detailed bidding organization information:
 - Full legal name of the bidding organization and legal business status;
 - Name, title, address, telephone number and email address of the person or persons authorized to represent the bidder in negotiations with respect to the RFP and any subsequently awarded contract.

BIDDING ORGANIZATION INFORMATION

- The Bid Proposal shall provide the following information about the Bidding Organization:
 - Experience and qualifications of the person(s) authorized to represent the Bidding Organization in facilitating complex contractual service needs, including a resume of this person.
 - Brief history of the Bidding Organization, including the date established under the current name.
 - Statement of willingness to locate operations to the Bennett Facility off 38th Ave.

- List of the Bidding Organization's current activities and locations.
- Current number of employees.
- Description of the Bidding Organization's experience providing relevant or comparable services, including statistical data for animal intakes and outcomes (if applicable) and references.
- Proposed programs and services.

USE OF EXISTING FACILITY AND EQUIPMENT

The proposed animal facility is located at 47300 County Road 38, Bennett, CO 80102. The existing facility is outdated and in need of upgrades. It is the intent to rebate rent to offset the capital cost needed to update the facility for appropriate animal care. If it is determined that a public-private partnership will be pursued, then the finalists will have the opportunity to tour the existing facility and identify the capital costs for such improvements.

For the purposes of submitting a Step 1 cost proposal, bidders should assume zero rent, and no capital expenditures such as vehicles, equipment, remodeling, etc. Once the process moves to Step 2, we will have more information regarding capital investments for fleet, equipment or facility upgrades that may be required.

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email to **Rsummers@bennett.co.us**

Email proposals must include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to the Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a three-year period following the withdrawal.

VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer

2. Reference checks
3. Ability of the Proposer to provide quality and timely services and products

TERMS AND CONDITIONS

1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.

7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with the performance of the contract.

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

JOINT VENTURES ARE ENCOURAGED. The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.